

Exhibit 4

Dockery Complaint Against GMAC Mortgage, LLC

COMMONWEALTH OF MASSACHUSETTS

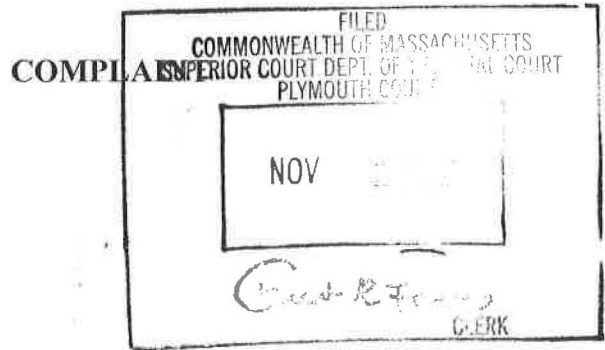
PLYMOUTH, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO: 07-1433A

11-2-07
Chf 288-1
10/11/07
MICHAEL DOCKERY
PLAINTIFF,

v.

GMAC MORTGAGE, LLC,
DEFENDANT.



PARTIES

1. The Plaintiff, Michael Dockery is an adult resident of the Commonwealth of Massachusetts, County of Plymouth, residing at 255 Court Street, Brockton, Massachusetts.
2. The Defendant, GMAC Mortgage, LLC (hereafter "GMAC"), is a Limited Liability Company doing business in the City of Brockton, County of Plymouth, Commonwealth of Massachusetts, and is a domestic Limited Liability Company registered in the State of Delaware with a registered address of 2711 Centerville Road, Delaware, Maryland.

FACTS

3. On or about on August 15, 2005, The Plaintiff executed a Secondary Promissory Note (the "Note") at a closing for the property located at 255 Court Street, Brockton, Massachusetts (hereafter "Court Street") for the amount of three hundred forty-eight thousand dollars (348,000.00).
4. The Note was secured by a Mortgage granted to GMAC and recorded against the real property at Court Street (hereafter the "loan").
5. Sometime prior to the closing date, the Plaintiff delivered proof of hazard insurance for Court Street to GMAC.
6. After the closing date, the Plaintiff tendered monthly payment to GMAC pursuant to his mortgage coupons, which included principal, interest, and escrowed funds for taxes and insurance.

7. Although Court Street was insured, GMAC purchased forced placement insurance (hereafter the "plan") and charged the Plaintiff additional funds which were attributed, and increased the loan and monthly payment.
8. Due to the additional funds placed on the Plaintiff's loan, the loan became delinquent, and ultimately fell into default.
9. The Plaintiff attempted to resolve this issue with GMAC, furnished proof of insurance, and was ignored by GMAC.
10. GMAC commenced aggressive attempts to collect the premium for the plan, and arrears for the loan.
11. The loan agreement between the Plaintiff and GMAC states that GMAC can only purchase forced placement insurance for the Court Street property if the Court Street property is uninsured.
12. At all applicable times, the Plaintiff carried appropriate insurance for the Court Street property.
13. The purchase of the plan violates the loan agreement between the Plaintiff and GMAC.
14. GMAC's breach has injured the plaintiff's credit rating.
15. GMAC's breach has put the target property in foreclosure.
16. GMAC's breach has caused the plaintiff monetary damages.
17. GMAC's breach has caused the plaintiff emotional distress.
18. GMAC's breach has caused the plaintiff damage to reputation.
19. GMAC's negligently purchased the forced placement insurance for the target property.
20. GMAC breached its contract with the Plaintiff.
21. GMAC's breach caused the Plaintiff to lose a line of credit.
22. GMAC's breach has lost the plaintiff past and future earnings.
23. On March 7, 2007, Plaintiff forwarded a written demand for relief pursuant to Massachusetts General Laws Chapters 93A and 176D to the Defendant. (see enclosed demand letter with proof of service, Exhibit 1).

- 24. Defendant did not timely or properly respond to said demand letter, however GMAC's response is attached. (See demand response, Exhibit 2).
- 25. The Plaintiff has satisfied all requirements of presentment of their claims under Massachusetts General Laws Chapters 93A.
- 26. The acts of the Defendant were unfair and deceptive in violation of Massachusetts General Laws Chapter 93A.
- 27. The acts of the Defendant were willful and knowing in violation of Massachusetts General Laws Chapter 93A.
- 28. The failure of Defendant to make a reasonable offer of settlement is a willful and knowing violation of the acts of the Defendant were unfair and deceptive in violation of Massachusetts General Laws Chapters 93A.

Count I

By reference, Count I incorporates paragraphs 1 through 28

- 29. This is an action by the Plaintiff against the Defendant for breach of contract.

Count II

By reference, Count II incorporates paragraphs 1 through 28

- 30. This is an action by the Plaintiff against the Defendant for unfair and deceptive acts in violation of Massachusetts General Laws Chapters 93A.

Count III

By reference, Count III incorporates paragraphs 1 through 28

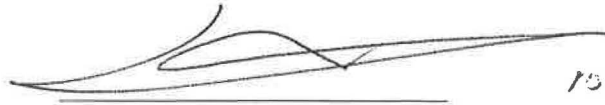
- 31. This is an action by the Plaintiff against the Defendant for negligence.

Demands for Relief

- A. Plaintiff demands judgment against Defendant, GMAC Mortgage, LLC, for breach of contract, that damages be established and Plaintiff be awarded same, along with costs, interest and reasonable attorney's fees.
- B. Plaintiff demands judgment against Defendant, GMAC Mortgage, LLC, in the amount of his damages, together with multiple damages in accordance with Massachusetts General Laws Chapters 93A, and together with attorney fees, interest and costs as permitted by law.

- C. Plaintiff demands a court order against Defendant, GMAC Mortgage, LLC, to take all actions to restore the credit rating of the Plaintiff.

Respectfully submitted,
Michael Dockery
By his attorney,



12/31/07

Neil Burns, BBO #546051
Keith Slattery, BBO #652499
Law Office of Neil Burns
Six Beacon Street, Suite 600
Boston, Massachusetts 02108
(617) 227-7423